

1 **Q. DO VERIZON'S RETAIL CUSTOMERS ALWAYS RECEIVE THE MAXIMUM**
2 **CREDIT AMOUNT DESCRIBED IN VERIZON'S TARIFF?**

3 A. No. The tariff makes clear that Verizon's liability "shall not exceed" 50% of fixed
4 monthly charges for local exchange service. Some of Verizon's retail customers receive
5 *less* than the maximum amount under the tariff, depending on a number of factors.
6 Indeed, depending on the type of error, some customers may not receive a credit at all.
7 For example, a business customer whose name was listed as Jane Gregory, Esq. instead
8 of Jane E. Gregory, Esq., typically would not receive the maximum adjustment (if any),
9 since the mistake did not materially affect her ability to receive calls.

10 **Q. WHAT FACTORS MIGHT AFFECT THE AMOUNT OF A RETAIL**
11 **CUSTOMER'S CREDIT?**

12 A. Directory listing credits vary depending on the retail customer's "fixed monthly charges
13 applicable to local exchange services," which vary throughout the state depending on the
14 customer's service and rate group. There are eight rate groups in Virginia, each of which
15 corresponds to different geographic area and each rate group contains different charges
16 for the various components of local exchange service. For example, a business customer
17 in Rate Group 7 (which includes the Richmond area) who subscribes to a fixed local
18 usage package pays \$49.33 for both dial tone and fixed local usage. But a business
19 customer in Rate Group 3 (which includes rural areas like Narrows and Chincoteague)
20 pays \$34.71 per month for dial tone and fixed local usage.

21 In addition, different rate groups may offer customers different types of services. For
22 example, some business customers in the Northern Virginia area (Rate Group 8) may not
23 have the option of purchasing a fixed local usage package. Although business customers

1 with 25 lines or less may purchase flat rated local usage for a certain number of their
2 lines as part of Verizon's "Freedom" bundle (which offers businesses unlimited local
3 voice calling for \$20 per month), the rest of Verizon's business customers in Northern
4 Virginia have no fixed local usage option. Outside of the Freedom package, these
5 business customers may only purchase measured service at the lower fixed monthly cost
6 of \$11.00 per month.

7 Since each of these customers pays different "fixed monthly charges for local exchange
8 services," each could potentially receive a different credit for a directory listings error.

9 **Q. PLEASE DESCRIBE CAVALIER'S PROPOSED LANGUAGE.**

10 A. In Sections 19.1.6.2 (a) and (b), Cavalier proposes credits of \$25 per month per line for
11 residential listings and \$50 per month per line for business listings (both paid in a one-
12 time credit for six-months of service), and \$3,000 for business customers with ten or
13 more lines. Verizon would be required to credit Cavalier not only for omissions, but for
14 any type of error in a listing, no matter how minor or immaterial.

15 **Q. DO CAVALIER'S PROPOSED CREDITS ACCURATELY REFLECT WHAT**
16 **MOST OF VERIZON'S CUSTOMERS WOULD RECEIVE FOR AN OMISSION**
17 **OR ERROR?**

18 A. No. Cavalier credits appear to be based on only a small subset of Verizon's retail
19 customers in Rate Group 7 that subscribe to a fixed monthly usage package. But as I
20 explained above, not all customers are located in Rate Group 7 and customers in Rate
21 Group 7 pay higher rates for local usage packages than customers in Rate Groups 1 – 6.
22 In addition, although most of Verizon's residential lines are subscribed to a fixed local

1 usage package, the vast majority of Verizon's business lines are subscribed to measured
2 service and thus pay between \$11.00 and \$13.00 in fixed monthly charges for local
3 exchange services (depending on the rate group). Under Verizon's retail tariff, these
4 customers would be entitled to a credit of \$5.50 to \$6.50 per month – not the \$50 per
5 month Cavalier proposes. Cavalier's proposed language would thus allow Cavalier to
6 collect more (in fact, almost ten times as much) for a business directory listing omission
7 or error than most of Verizon retail business customers. Likewise, Cavalier's proposed
8 credit of \$25 per month for residential customers would also award Cavalier a higher
9 credit than most Verizon residential customers would likely receive, given that residential
10 customers pay between \$8.51 and \$14.82 per month in fixed monthly charges for local
11 exchange services in Virginia.

12 **Q. UNDER VERIZON'S PROPOSAL, HOW WOULD THE PARTIES DETERMINE**
13 **WHETHER AN ERROR OCCURRED?**

14 A. The determination of whether an omission or error occurred would be based on a
15 comparison of the relevant directory listing and the Listing Verification Report (and any
16 corrections to the Listing Verification Report submitted by Cavalier). Again, this makes
17 sense since Cavalier has already agreed in Section 19.1.5 to use "commercially
18 reasonable efforts" to ensure the accuracy of Cavalier's listings. Moreover, unless the
19 Listing Verification Report is the basis of the comparison to determine whether there is a
20 directory listings error, Cavalier could use the Listing Verification Report *after*
21 publication of the directory to identify listing errors and collect credits from Verizon.

Q. WOULD THIS UNDULY BURDEN CAVALIER?

A. No. As explained above, Cavalier may request the Listing Verification Report in an electronic format. Cavalier may import this electronic version to a third-party database or spreadsheet software such as Access or Excel, and use it to search, sort and compare listings electronically.

Q. DOES CAVALIER PROPOSE ADDITIONAL LANGUAGE IN SECTION 19.1.6 RELATED TO THIS ISSUE?

A. Yes. Cavalier also proposes to include in Section 19.1.6.1 a reference to “Verizon’s VSCC Tariff No. 201, Section 1.E.3.”

Q. IS CAVALIER’S TARIFF REFERENCE APPROPRIATE?

A. No. Although Verizon is not opposed to general references to Verizon’s tariffs, specific page references are unnecessary and potentially confusing because tariff numbers and section designations may change when tariffs are revised. Thus, either no tariff reference or a general tariff reference would be appropriate, but Cavalier’s specific page reference should be rejected.

V. MISCELLANEOUS

Q. PLEASE DESCRIBE THE NATURE OF THE DISPUTE RELATING TO ALI CODES AND OTHER DIRECTORY LISTING INFORMATION.

A. Cavalier’s proposed Section 19.1.3 would require Verizon to supply Cavalier with ALI codes (also known as Alpha/Numeric Listing Identifiers, although Cavalier refers to them in its proposed language as Address Listing Identification codes), as well as undefined “other information” from Verizon’s Operations Support Systems required to process

1 directory listings orders. Under Cavalier's proposal, Verizon would be solely responsible
2 for errors in Cavalier's listings if Verizon does not supply all of the information Cavalier
3 wants.

4 **Q. WHAT ARE "ALI CODES?"**

5 A. ALI codes are three to six character codes that are used to uniquely identify and track
6 CLEC customers' directory listings.

7 **Q. DOES VERIZON PROVIDE ALI CODES TO CLECS SUCH AS CAVALIER?**

8 A. Yes. For straightline listings (i.e., listings that include only the customer's name,
9 address and telephone number), Verizon provides ALI codes to CLECs – including
10 Cavalier – on the Local Service Request order confirmations that it sends to CLECs after
11 an initial request is placed. Verizon also provides Cavalier upon request (along with
12 other CLECs) weekly ALI code reports that include both straightline and complex
13 listings (or, listings with indentations, captions, or multiple listings under a single main
14 listing).

15 **Q. IS CAVALIER'S PROPOSED LANGUAGE REASONABLE?**

16 A. No. Verizon already provides ALI codes to Cavalier. In addition, Cavalier's proposed
17 language would require Verizon to provide "other information" in Verizon's Operations
18 Support Systems "required to process an order for a directory listing" without specifying
19 what "other information" Cavalier wants. In addition, Cavalier's proposal would hold
20 Verizon strictly liable for all listing errors if this unspecified "other information" is not
21 provided to Cavalier's liking. The agreement should not include language that ties

Verizon's liability for errors to a vaguely defined condition. Indeed, Cavalier could use this proposed language strategically to make burdensome demands for large amounts of information, and then try to collect financially from Verizon if the so-called "information" is not produced exactly the way Cavalier wants.

Q. PLEASE DESCRIBE THE NATURE OF THE DISPUTE ABOUT CONTACTS BY YELLOW PAGES REPRESENTATIVES.

A. In Section 19.1.6(c), Cavalier appears to request that in the event of an error in a yellow pages listing, Verizon must notify Cavalier in writing of any contact that Verizon or Verizon Information Services may have had with that customer and take "appropriate remedial action to correct any such error and compensate Cavalier as may be appropriate under the circumstances." It is unclear exactly what Cavalier seeks with this vague language, but it does not belong in the interconnection agreement. To the extent Cavalier's proposed language refers to errors in primary yellow page listings (listings provided as part of basic service), this situation is already addressed by Verizon's proposed language concerning credits for errors on omissions. To the extent Cavalier is referring to errors in *paid* yellow page listings, its language is inappropriate. Cavalier has no right to include language that restricts the ability of Verizon Information Services to contact its own advertising customers – customers who may receive telephone service from one of any number of carriers.

Q. PLEASE DESCRIBE THE NATURE OF THE DISPUTE REGARDING DIRECT ACCESS TO VERIZON'S DIRECTORY DATABASES.

A. In Section 19.1.8, Cavalier proposes language that would require the parties to negotiate in good faith towards an arrangement where Cavalier has direct, unmediated access to

1 Verizon's directory databases. My understanding is that Verizon's legal obligation is
2 only to provide nondiscriminatory access to its directory listing service, not *unmediated*
3 access to its databases. Further, if Cavalier wants to request a change to Verizon's
4 Operations Support Systems to provide "direct, unmediated access" to the directory
5 listings database, it should raise this issue through Verizon's OSS Change Management
6 process or the Ordering and Billing Form, the national standards body for the
7 specification of guidelines for inter-carrier information exchange.

8 **VI. CONCLUSION**

9 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

10 **A. Yes**


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Declaration of R. Michael Toothman


I declare under penalty of perjury that I have reviewed the foregoing testimony and that those sections as to which I testified are true and correct.

Executed this 17 day of September, 2003.


R. Michael Toothman

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Executed this 17 day of September, 2003.


Stephen Spencer

VERIZON VIRGINIA INC.

TESTIMONY OF ALAN YOUNG

POLE ATTACHMENT ISSUES (ISSUE C16)

CC DOCKET NO. 02-359

SEPTEMBER 23, 2003

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I. WITNESS BACKGROUND AND OVERVIEW

A. STATEMENT OF QUALIFICATIONS

Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.

A. My name is Alan Young. I am employed by Verizon as Senior Staff Consultant – Federal Communications Commission Regulatory and Legal Support, Joint Use and Licensing. My business address is 35 S. Haddon Avenue, Floor 2, Haddonfield, New Jersey 08033.

Q. PLEASE DESCRIBE YOUR EDUCATION AND RELEVANT WORK EXPERIENCE.

A. I received a Bachelor of Science degree in Agronomy from Delaware Valley College of Science and Agriculture in 1972. After graduating, I began working for New Jersey Bell in the Construction Department. Since that time, I have held various positions within the Construction and Outside Plant Engineering departments. I assumed my current position in 1992. I have thirty-one years of experience in the telecommunications industry as an employee of Verizon and its predecessor companies.

Q. WHAT ARE YOUR RESPONSIBILITIES IN YOUR CURRENT POSITION?

A. I am responsible for development, implementation and monitoring of policy and procedures for access to poles, ducts, conduit and rights-of-way owned or controlled by Verizon in the former Bell Atlantic South jurisdictions, including Virginia.

B. PURPOSE OF TESTIMONY (ISSUE C16)

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I will explain Verizon Virginia Inc.'s ("Verizon's") position on issue C16, which relates to whether, in this two-party arbitration, the Bureau should create a new process for

1 managing access to poles or should permit Verizon to continue the same pole attachment
2 process that the Virginia SCC and the Commission have already approved.

3 **Q. BRIEFLY DESCRIBE THE STATUS OF THIS ISSUE.**

4 A. Verizon proposes to continue the same pole attachment process approved by the
5 Virginia SCC and the Commission during the recent review of Verizon's long distance
6 application for Virginia. *Virginia § 271 Order ¶ 193*. Cavalier does not oppose this
7 language, but proposes additional language that would require Verizon to "establish a
8 new permitting and make-ready process." Cavalier's proposal would require Verizon to
9 be "primarily responsible" for renegotiating virtually every pole licensing agreement in
10 Virginia.

11 **Q. HOW DOES VERIZON PROPOSE TO ADDRESS ACCESS TO POLES IN THE**
12 **INTERCONNECTION AGREEMENT?**

13 A. Section 16 of Verizon's Proposed Agreement provides that the parties will provide
14 access to poles (as well as to ducts, conduits and rights-of-way) through license
15 agreements that are nondiscriminatory and comply with the parties' legal obligations.
16 This is consistent with how Verizon is currently providing access to poles in Virginia.
17 (In my testimony, I focus on how Verizon provides access to poles rather than how
18 Verizon provides access to ducts, conduits, and rights-of-way because Cavalier appears
19 only to be disputing the language relating to access to poles.)

20 **Q. HOW DOES VERIZON PROVIDE ACCESS TO POLES UNDER THE ACT?**

21 A. Verizon currently offers all interested parties in Virginia access to poles pursuant to the
22 rates, terms, and conditions stated in a standard licensing agreement. This agreement is
23 available to existing licensees, as well as to new applicants. It details the license process

1 for access to poles. A copy of the standard licensing agreement is attached as Exhibit A.
2 As of July 31, 2003, Verizon was providing approximately 156,000 pole attachments.
3 Verizon provides pole attachments to over 120 different parties under license
4 agreements.

5 **Q. WHAT ARE VERIZON'S OBLIGATIONS TO PROVIDE ACCESS TO POLES,**
6 **DUCTS, CONDUITS AND RIGHTS-OF-WAY UNDER THE ACT?**

7 A. Although I am not a lawyer, my understanding is that Verizon is obligated to provide
8 access to poles, ducts, conduits and rights-of-way to all competing telecommunications
9 service providers in a non-discriminatory manner. Verizon currently provides such non-
10 discriminatory access to all telecommunications service providers in Virginia who
11 request it.

12 **Q. CAN YOU DESCRIBE VERIZON'S CURRENT POLE ATTACHMENT**
13 **PROCESS?**

14 A. Yes. Verizon has a detailed process in place to ensure that each telecommunications
15 carrier requesting access receives consistent and equitable treatment. First, upon written
16 request by a telecommunications carrier, Verizon provides information about the
17 location of its facilities in the area where the carrier intends to request access. After
18 redacting any proprietary information, Verizon will permit requesting
19 telecommunications carriers to examine the relevant records or, at a carrier's request,
20 Verizon will conduct the necessary research and advise the requesting party whether
21 there is space available.

22 Second, Verizon processes the telecommunications carriers' applications to attach to
23 specific poles. Applications are processed on a first-come, first-served basis.

1 Applications must state the geographic location, type, and quantity of facilities requested.
2 Verizon reviews each application for compliance with the same widely-accepted
3 standards regarding safety, reliability, capacity and engineering that Verizon applies to its
4 own projects involving pole attachments. These standards are the National Electric Code,
5 the National Electrical Safety Code, the Blue Book – Manual of Construction Procedures
6 published in December 1998 by Telcordia Technologies, Inc. (formerly Bellcore), the
7 rules and regulations of the Occupational Safety and Health Act, and standards cited in
8 the standard licensing agreement.

9 For pole attachment applications, the applicant then conducts its own inspection of the
10 poles where it wants access to determine whether those poles have space available for
11 use. Next, Verizon conducts a field review to verify the applicant's survey. If the
12 applicant asks to be present during the review, Verizon notifies the applicant twenty-four
13 hours prior to conducting its field review of the survey. From September 2002 until July
14 2003, Verizon received 77 applications from telecommunications carriers for access to
15 poles. During that period, 100% of Verizon's responses to applications were provided in
16 45 days. Cavalier did not submit any applications to attach to Verizon's poles during that
17 period.

18 Third, Verizon determines whether make-ready costs apply for the applicant's proposed
19 attachment. Make-ready costs apply if a survey has shown that spare capacity is not
20 available, but that an applicant's request for access can be accommodated by performing
21 make-ready work, which may include clearing obstructions or the rearrangement,
22 transfer, replacement, removal or modification of Verizon-owned facilities. When
23 Verizon is able to satisfy requests for access to poles through spare capacity without the

1 need for any make-ready work, applicants gain access to the pole immediately upon
2 issuance of a license. During the period from September 2002 until July 2003, Verizon
3 was able to use existing spare capacity to satisfy approximately 32% of applications for
4 access to poles without the need for any make-ready work. Make-ready work is
5 scheduled on a non-discriminatory basis for all telecommunications carriers, including
6 Verizon.

7 **Q. WHO PERFORMS THE MAKE-READY WORK ASSOCIATED WITH POLE**
8 **ATTACHMENTS?**

9 A. Verizon allows carriers to use their own personnel to perform make-ready work on their
10 own facilities, and to attach their facilities to Verizon poles. Verizon does not allow
11 carriers to perform make-ready work on another CLEC's or Verizon's facilities.
12 Verizon uses the same employees and independent contractors to perform make-ready
13 work for itself and requesting carriers. Under the terms of Verizon's labor agreements,
14 make-ready work on fiber optic cable must be performed by Verizon union employees.
15 Other types of make-ready work can be performed by Verizon employees or Verizon-
16 approved contractors working for Verizon. The requesting carrier is charged only for
17 work that is necessary to prepare facilities for its attachment. Before modifying poles
18 that contain facilities of existing licensees, Verizon provides sixty days prior notice to
19 the existing licensees.

20 **Q. DOES VERIZON RECEIVE PREFERENTIAL TREATMENT IN THE MAKE-**
21 **READY PROCESS?**

22 A. Absolutely not. As I already explained, Verizon uses the same employees and
23 independent contractors to perform make-ready work for itself and requesting carriers.
24 From September 2002 until July 2003, Verizon completed make-ready work for other

1 carriers within an average of 69 days. During the same period, Verizon completed its
2 own make-ready work within an average of 186 days. Thus, Verizon provided other
3 carriers with service at better than parity.

4 **Q. WHAT HAPPENS AFTER THE NECESSARY MAKE-READY WORK IS**
5 **COMPLETED?**

6 A. The final step in the process of obtaining pole attachments is the installation of the
7 *requesting telecommunications carrier's facilities. This work can be done by the*
8 *requesting carrier or its independent contractor.*

9 **Q. HAS THE COMMISSION COMMENTED ON VERIZON'S METHOD OF**
10 **PROVIDING ACCESS TO POLES IN A NON-DISCRIMINATORY MANNER?**

11 A. Yes. The Commission has found that Verizon provides access to poles in a non-
12 discriminatory manner in every jurisdiction in which Verizon has sought section 271
13 approval. Cavalier was a party to three of these proceedings (Virginia, Pennsylvania,
14 and Delaware). Verizon uses the same process for providing access to poles that the
15 Commission approved in Verizon's applications to provide long distance service in
16 Virginia.

17 **Q. WHAT DOES CAVALIER PROPOSE HERE?**

18 A. Cavalier proposes to add language to the contract that would "establish a new permitting
19 and make-ready process." Cavalier's Proposed Agreement § 16.2. Under Cavalier's
20 proposal, a single contractor will perform all the make-ready work for a specific permit.
21 *Id.* Cavalier acknowledges that the process will require the agreement of other attachers
22 to allow a single entity to perform the make-ready work for other parties' attachments to
23 the poles, and requires Verizon to use its "best efforts" and "be primarily responsible for

meeting with, and seeking the concurrence of' other attachers. Cavalier's Proposed Agreement §§ 16.2.1, 16.2.2.

Q. DO YOU AGREE WITH CAVALIER'S POSITION ON ISSUE C16?

A. Absolutely not. Cavalier is demanding broad changes to a process that it almost never uses and which, as noted above, the Commission has repeatedly approved as nondiscriminatory. In addition, it would be extremely burdensome to Verizon, which would be "primarily responsible" for renegotiating all of its license agreements throughout Virginia. Nowhere does the Act or Commission rules require Verizon to assume a role as project-coordinator of *all* pole owners in Virginia.

Q. IS CONSIDERATION OF CAVALIER'S CHANGES APPROPRIATE IN THIS TWO-PARTY INTERCONNECTION ARBITRATION?

A. No. Cavalier's proposal for an entirely new process governing make-ready work for all carriers in Virginia is absolutely not appropriate for a two-party arbitration. Cavalier's ideas are more suited to discussion in industry forums and collective proceedings. If Cavalier wants to change the make-ready process for all attachers, then it should try to do so in an appropriate forum. That said, as noted above, there is no principled basis for Cavalier to wish to change the existing process, as it is working quite well and has been judged by the Virginia SCC and the Commission to meet applicable legal requirements.

Q. HAS THE COMMISSION DECIDED A RELATED ISSUE BEFORE IN A CASE INVOLVING CAVALIER?

A. The Commission ruled on a related, but narrower, issue of whether a party is required to use independent contractors to accomplish make-ready work (*i.e.*, in a pole attachment complaint proceeding between Cavalier and Virginia Electric and Power Company).

1 There, the Commission held that Virginia Electric and Power Company is not required
2 to use independent contractors to accomplish make-ready work. *Cavalier v. Virginia*
3 *Electric & Power Company* ¶ 18.

4 **Q. WHY DO YOU SAY THAT CAVALIER ALMOST NEVER USES THIS**
5 **PROCESS?**

6 A. Cavalier has not requested a single pole attachment in Virginia in the last two years.

7 **Q. DO YOU KNOW WHY CAVALIER IS PROPOSING THIS LANGUAGE?**

8 A. Cavalier claims that the current pole attachment process is “inefficient.” Cavalier’s
9 Petition, Exhibit A at 3. However, Cavalier has no basis for this claim since, as noted
10 above, Cavalier has not submitted a single pole attachment application to Verizon in
11 Virginia in the last two years. Moreover, Cavalier submitted only six applications for
12 pole attachments to Verizon in Virginia in the first half of 2001. Of those six
13 applications, Verizon ultimately discovered that Cavalier already had unauthorized
14 attachments at four of those locations at the time Cavalier made its application. Of all
15 the commenting parties in Verizon’s section 271 proceeding in Virginia, only Cavalier
16 objected to Verizon’s pole attachment process.

17 **Q. ARE THERE OTHER PORTIONS OF CAVALIER’S PROPOSAL THAT YOU**
18 **DISAGREE WITH?**

19 A. Yes. Verizon objects to all of Cavalier’s proposals in section 16.2, especially 16.2.7 and
20 16.2.8.

21 **Q. WHAT SPECIFICALLY DO YOU DISAGREE WITH IN CAVALIER’S**
22 **PROPOSED SECTION 16.2.7?**

23 A. Cavalier proposes that Verizon “comply with all proper and applicable requirements of
24 Cavalier’s Outside Plant Handbook or outside plant guidelines.” Cavalier’s Proposed

1 Agreement § 16.2.7. Verizon should not be required to build its plant in accordance
2 with Cavalier's Outside Plant Handbook. When building its plant, Verizon follows
3 national standards such as National Electric Safety Code ("NESC") and National
4 Electric Code ("NEC"), along with BellCore BlueBook specifications, Verizon's own
5 standards, and any additional restrictions imposed by local and state authorities. These
6 standards help to ensure that outside plant is built properly. None of the entities that
7 attach to Verizon's poles have ever made the patently unreasonable request that Verizon
8 build its own outside plant in accordance with the attacher's specifications.

9 **Q. WHAT SPECIFICALLY DO YOU DISAGREE WITH IN CAVALIER'S**
10 **PROPOSED SECTION 16.2.8?**

11 A. Cavalier proposes that "the required time frame to complete all engineering and make-
12 ready work shall be forty-five (45) days from the submission of a permit application to
13 Verizon." Cavalier's Proposed Agreement § 16.2.8. Verizon, however, cannot
14 complete all make-ready work within forty-five days from the submission of an
15 application; under the *Local Competition Order*, it must give 60 days notice to all
16 attachers before even commencing make-ready work. ¶ 1209. The Commission,
17 moreover, has made it clear that a pole owner need only process an application for a
18 pole attachment and either grant or deny access within 45 days. *See, e.g., Cavalier v.*
19 *Virginia Electric & Power Company* ¶ 15. The Commission has not included the
20 completion of all make-ready work in this 45-day timeframe. Finally, if Cavalier's
21 proposed language is included in the parties' agreement, Cavalier would gain an
22 advantage over other applicants in that Cavalier's work might be scheduled ahead of
23 other applicants whose applications were received before Cavalier's.

1 **Q. HAS THE VIRGINIA SCC ALREADY REJECTED CAVALIER'S**
2 **COMPLAINTS ABOUT VERIZON'S METHOD OF PROVIDING ACCESS TO**
3 **POLES?**

4 **A. Yes. In Verizon's section 271 proceeding in Virginia, the Virginia Hearing Examiner**
5 **rejected Cavalier's claims:**

6 Cavalier submitted only six applications in the last 18 months, in contrast
7 to the 158,504 pole attachment applications of 58 telecommunications
8 carriers and 160 other entities.

9 * * *

10 Cavalier has failed to provide any evidence that Verizon Virginia's
11 policies and practices regarding pole attachments are discriminatory
12 towards it or other CLECs.

13 *Virginia Hearing Examiner Report at 93, 95.*

14

II. CONCLUSION

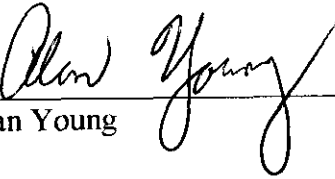
15 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

16 **A. Yes.**

Declaration of Alan Young

I declare under penalty of perjury that I have reviewed the foregoing testimony and that those sections as to which I testified are true and correct.

Executed this 17 day of September, 2003.



Alan Young

EXHIBIT A